

Local and Joint Passenger Rules Tariff No. PR-3

19th Revised Page 29  
Cancels 18th Revised Page 29**GENERAL RULES****15. REFUNDS - (Continued)****(B) Voluntary - (Continued)****(1) General - (Continued)**

- (b) If a portion of the ticket has been used, an amount equal to the difference between the fare and charges applicable to the ticket issued to the passenger and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.

**EXCEPTION 1:** If the used portion of the ticket covers only transportation

<u>Between</u>	<u>and</u>	<u>over the lines of</u>
Edmonton	Lethbridge	WAL
Montreal	Ottawa	CAI

the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket shall be deemed to be an amount equivalent to 115% of the local fare and charges applicable over the lines of TCA to the same class of service between the same points.

**EXCEPTION 2:** No refund of sleeper charges will be made by NWA or TWA.

**EXCEPTION 3:** No refund of UAL "Chicago Executive" or "New York Executive" Service Charge will be made if a portion of the ticket covering such charge has been used.

**EXCEPTION 4: Tickets Refundable to Purchaser Only.**

Refund of tickets issued as  
described below

In exchange for a Prepaid  
Ticket Advice

Under a Universal Air Travel Plan  
referred to in Rule 2(C)

Against a Transportation Request  
issued by a government agency

Will be made only to

The purchaser of the Prepaid  
Ticket Advice

The subscriber against whose  
account the ticket was charged

The government agency which issued  
the Transportation Request

**EXCEPTION 5:** Via NWA, TCA, TWA, WAL refund will be made to the person named as the passenger in such ticket unless, at the time of purchase, the purchaser designates on the ticket another person to whom refund shall be made, in which event, refund will be made to the person so designated. A refund made in accordance with this procedure to a person representing himself as the person so designated in the ticket or exchange order will be deemed a valid refund and the Carrier will not be liable to the true passenger for another refund.

**(C) Lost Tickets.**

- (1) **Amount of Refund.** When a passenger loses his ticket, or the unused portion thereof, the participating carrier which issued the ticket will make a refund to the passenger in the following amounts, as applicable:

- (a) If no portion of the ticket has been used, refund will be an amount equal to the fare and charges paid
- (b) If a portion of the ticket has been used, and
- (i) the passenger has purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the fare and charges paid for such new ticket.
- (ii) the passenger has not purchased a new ticket covering the same transportation as that covered by the unused portion of the lost ticket, refund will be an amount equal to the difference between the fare and charges paid and the fare and charges applicable to the transportation of the passenger covered by the used portion of the ticket.

**(2) Application for Refund.**

- (a) **Time Limit.** Refund will be made in accordance with (1) above provided application therefor has been made not later than one month after the expiration date of the lost ticket.
- (b) **Where Filed.** Application must be filed in general offices of carrier. (Not applicable to AA, BNF, CPA, CAP, DAL, EAL, NAL, NWA, TCA, UAL, WCA and WAL.)
- (c) **Form of Application.** Application must be made on forms prescribed by carrier for such refunds.
- (d) **When Payable.**
- (i) Via X and SWA refund will not be made until after the expiration date of the lost ticket, subject to (e) below.
- (ii) Via TWA, refund will be made upon receiving application for such refund, subject to (e) and (f) below.
- (iii) Via all other participating carriers, refund will not be made in less than four months after receipt of proof of loss satisfactory to carrier, subject to (e) below.
- (e) **Previous Use or Refund.** Refund will be made only provided that the lost ticket or lost portion thereof has not previously been honored for transportation or refunded to any person.
- (f) **Indemnity.**
- (i) All carriers except BAL, CEN, X, SWA will make such refund only provided that the passenger agrees, in such form as may be prescribed by the carrier, to indemnify carrier for any loss or damage which it may sustain by reason of such refund.

For explanation of abbreviations and reference marks used but unexplained hereon, see Page 4-B.

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## GENERAL RULES

15. REFUNDS - (Continued)

(C) Lost Tickets - (Continued)

- (3) Service Charge. The following carriers will impose a service charge, as shown below, per ticket for handling such request for refund of a lost ticket:

CAP, CAI . . . . . \$3.00  
NAL . . . . . \$5.00

- (D) Foreign Currency - Export Control. Each participating carrier reserves the right to refuse to make any refund, as provided in these rules, in a currency other than that used in the purchase of the ticket to be refunded or at a place other than that at which payment for such ticket was made.
- (E) Foreign Currency - Rate of Exchange. In any case in which the amount of the refund payable under these rules depends upon the amount of the fare and charges paid by the passenger, and such amount was paid in a foreign currency in accordance with the provisions of this tariff, EAL or WAL will, for the purpose of computing the amount of the refund, apply the same rate of exchange as was applied in computing the original cost of the ticket.

16. BAGGAGE

- (A) General. Each participating carrier has the right to examine baggage tendered for transportation, and to refuse to accept baggage for transportation on any flight other than the one on which the passenger is to be transported.
- (B) Articles Acceptable As - General. Except as otherwise provided in this rule, each participating carrier will accept for transportation as baggage such personal property as is necessary or appropriate for the wear, use, comfort or convenience of the passenger for the purposes of his trip, but will:
- (1) Condition of Baggage. Refuse to accept any property for transportation if the carrier has reason to believe, it will not withstand ordinary handling, or its weight, size or character renders it unsuitable for transportation on the particular aircraft on which it is to be transported.
  - (2) Cabin Baggage. Determine whether or not any property of a passenger, because of its weight, size, or character, shall be carried in the passenger cabin of the aircraft.
  - (3) Advance Arrangements. Refuse to accept the following articles for transportation unless advance arrangements have been made:
    - (a) Assembled firearms or explosives. (Except as provided in 16(G))
    - (b) Live animals (other than pets and dogs trained to lead the blind, as provided in paragraphs (E) and (F) of this rule), but such articles will not be accepted under any circumstances:
      - (b1) by TWA for transportation on flights operated with Constellation equipment; or
      - (b2) by MOH; or
      - (b3) by any participating carrier unless they are harmless, inoffensive and odorless, and require no attention in transit.
    - (c) Any other articles which the carrier has reason to believe may cause annoyance to passengers, or which cannot be carried in the baggage or cargo compartments of the aircraft.
    - (d) Any liquids, as baggage or otherwise, or any other articles not suitable, or not suitably packed for transportation in aircraft. All participating carriers (except AA and UAL) shall not be liable for the losses of, or damage to, liquids or such other articles, or for the damage to other property occasioned thereby, in the event such liquids or other articles are packed in baggage or otherwise transported without the knowledge of the carrier.
- (C) Articles Acceptable As - Photo-Flash Bulbs. Each participating carrier will accept photo-flash bulbs for transportation, except that -
- (1) Original Package. BNF, CPA, CAI, DAL, EAL, FAL, LCA, NEA, PAI, SWA, TCA, or WCA will do so only if the bulbs are packed in the original package of the manufacturer, and the package is marked, to indicate the nature of the contents and to show that it is to be handled with care; and
  - (2) Advance Arrangements. BAL, CAP, NOR, NWA will do so only if advance arrangements have been made.
- (D) Articles Acceptable As - Bassinets or Infant Incubators.
- (1) Bassinets. Each participating carrier will accept infant bassinets for transportation in the cabin only when an additional seat is reserved and an additional ticket is purchased for the child, and when the size and shape of the bassinet will permit its being properly secured by the seat belt, except that NAL will not accept infant bassinets for transportation in the cabin on flights operated with Lockheed Lodestar equipment.
  - (2) Incubators. Via CPA, FAL. CPA, FAL will accept infant incubators for transportation in the cabin only if prior special arrangements have been made and an additional half normal adult fare ticket is purchased for the infant.

(Continued on the next page)

For explanation of abbreviations and reference marks used but unexplained hereon, see Page 4-B.

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16th Revised Page 25  
Cancels 15th Revised Page 25**GENERAL RULES****13. CANCELLATION OF RESERVATIONS - (Continued)**

- (C) Airport Check-In Time Limits. (Not applicable to AA, PAI, UAL, WAL) Each participating carrier will cancel the reservation of any passenger who fails to present himself for check-in as indicated below, before the scheduled departure time of the flight on which the reservation was made,

<u>At the Airport</u>	<u>Of (Carrier)</u>	<u>At Least</u>	<u>Exceptions:</u>
Ticket office	CAP	5 minutes	
Ticket lifting point	CAI, TCA	5 minutes	
Ticket office	CAI	10 minutes	
Loading gate	EAL	10 minutes	
Ticket office	LCA	5 minutes	20 minutes at Chicago, Ill.
Ticket office	NEA	10 minutes	30 minutes at Boston, Mass. for passengers on non-stop flights to Montreal, Que.
Ticket office	NWA	10 minutes	45 minutes at Edmonton, Alta., and Winnipeg, Man.
Ticket office	All other carriers	10 minutes	

- (D) Failure to Occupy Space on Prior Flight. If any passenger fails to occupy space which has been reserved for him on a flight of any participating carrier and such carrier fails to receive notice of the cancellation of such reservation prior to the departure of such flight, or if any participating carrier cancels the reservation of any passenger in accordance with paragraphs of this rule, such participating carrier will cancel all reservations held by such passenger on the flights of any ▲ carrier for continuing or return space.

- (E) Liability. No participating carrier shall be liable for cancelling the reservation of any passenger in accordance with the paragraphs of this rule, but -

- (1) If such reservation was cancelled pursuant to Paragraph (A) of this rule, such carrier will take such action as is provided in Rule 11(B); or
- (2) If such reservation was cancelled pursuant to other paragraphs of this rule, such carrier will refund in accordance with Rule 15(B).

**14. REFUSAL TO TRANSPORT.**

- (A) General. Each participating carrier reserves the right to refuse to transport, or to remove at any point, any passenger -

- (1) Government Request or Regulations - whenever such action is necessary to comply with any governmental regulation, or to comply with any governmental request for emergency transportation in connection with the national defense, or whenever it deems such action necessary or advisable by reason of weather or other conditions beyond its control;
- (2) Passengers Condition - whose status, age, or mental or physical condition is such, in the opinion of the carrier, as to -
  - (a) render him incapable of caring for himself without assistance, unless -
    - (i) he is accompanied by an attendant who will be responsible for caring for him enroute, and
    - (ii) with the care of such attendant, he will not require unreasonable attention or assistance from employees of the carrier;
  - (b) make such refusal or removal necessary to the reasonable safety or comfort of other passengers; or
  - (c) involve any unusual hazard or risk to himself or to other persons (including, in cases of pregnant passengers, unborn children) or to property.

(Following Applicable only to CPA and TCA)

The acceptance for transportation by any participating carrier of a passenger whose status, age, or mental or physical condition is such as to involve any unusual hazard or risk to himself, or, in the case of a pregnant passenger, to an unborn child (whether or not the carrier has knowledge of such status, age, or mental or physical condition) shall be only upon the condition (aa) that no participating carrier shall be liable for any loss or damage arising out of any injury, illness, or disability (or any aggravation or consequence thereof, including death) sustained by the passenger, if such loss or damage would not have been sustained but for such status, age, or mental or physical condition; and, further (bb) that, in the case of a pregnant passenger, no participating carrier shall be liable for loss or damage arising out of any injury, illness, or disability (or any aggravation or consequence thereof, including death) sustained by an unborn child.

NOTE: Rules affecting liability of carriers for personal injury or death are not permitted to be included in tariffs filed pursuant to the laws of the United States, and this rule is included herein as part of the tariffs filed with governments other than the United States and not as a part of tariff C.A.B. No. 27 filed with the Civil Aeronautics Board of the United States.

For explanation of abbreviations and reference marks used but unexplained hereon, see Page 4-B.

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Local and Joint Passenger Rules Tariff No. PR-3

37th Revised Page 26  
Cancels 36th Revised Page 26**GENERAL RULES****14. REFUSAL TO TRANSPORT - (Continued)**(B) Across International Boundaries. Each participating carrier will refuse to transport any passenger across any international boundary if -

- (1) the travel documents of such passenger are not in order;
- (2) for any other reason, such passenger's embarkation from, transit through, or entry into, any country from, through, or to which such passenger desires transportation would be unlawful; or
- (3) such passenger fails or refuses to comply with the rules, regulations, and instructions of the carrier.

(C) Children - Unaccompanied.

- (1) Acceptability - Except as provided in this rule, no participating carrier will accept for transportation a person under eight (8) years of age unless accompanied by a passenger at least twelve (12) years of age.

Applicable to	Carriers	
Age of child in years at last birthday	AAA, MOH, NWA and OZA	AA, BAL, BNF, CPA, CAP, CEN, CAI, CAL, DAL, EAL, FAL, LCA, NAL, NOR, NEA, PAI, SOU, SWA, TCA, TIA, TWA, UAL, WAL, and WCA
Under Five (5)	1	1
Five (5), Six (6) or Seven (7)	1, 4	2
Eight (8) or over	3	3

1 Not accepted unless accompanied from origin to destination by a passenger at least 12 years of age.

2 (Applicable to on-line passage (see exception below), or to interline passage when through service is provided without change of aircraft between a point on AA and CAL, AA and DAL, AA and DAL and NAL, BNF and CAL, BNF and EAL, BNF and TWA, BNF and UAL, CAP and NAL, CAL and UAL, DAL and NAL, DAL and TWA). Accepted unaccompanied when brought to the airport of departure by a parent or responsible adult who shall remain with the child until enplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination; but not accepted unaccompanied if the flight on which the child holds a reservation is expected to terminate short of, or by-pass his destination due to weather conditions.

EXCEPTION: AA or DAL will accept unaccompanied children 5 to 8 years of age for on-line passage, ONLY when through service is provided without change of aircraft, and TWA will accept unaccompanied children 5 to 8 years of age for on-line passage, ONLY when through service is provided without change of aircraft, unless the parent or responsible adult at point of origin presents evidence in writing that arrangements have been made to provide a responsible guardian at the flight transfer point(s).

3 Accepted unaccompanied without restrictions.

4 Applicable to online passage via NWA (on interchange aircraft only) or to interline passage when interchange service is provided by EAL and NWA. Accepted unaccompanied when brought to the airport of departure by a parent or responsible adult who shall remain with the child until enplaned and who must furnish the carrier with satisfactory evidence that the child will be met by another parent or responsible adult upon deplaning at his destination; but not accepted unaccompanied if the flight on which the child holds a reservation is expected to terminate short of, or by-pass his destination due to weather conditions.

(2) Fare. The fare applicable to unaccompanied children will be determined in accordance with Rule 5(A), Children's Fares.

(3) Responsibilities of Carriers. No participating carrier will assume any financial or guardianship responsibilities for unaccompanied children beyond those applicable to an adult passenger.

(4) Liability. No participating carrier shall be liable for its refusal to transport any passenger in accordance with the preceding paragraphs of this rule, or for its removal of any passenger in accordance with Paragraphs (A) or (B) of this rule, but such carrier will, at the request of the passenger, refund in accordance with Rule 15(A).

For explanation of abbreviations and reference marks used but unexplained hereon, see Page 4-A

ISSUED:

April 25, 1955

J. B. Walker, Agent

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